ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO ENTER INTO A LEASE AGREEMENT WITH THE SOUTH FLORIDA AUTISM CHARTER SCHOOLS, INC., A FLORIDA NONPROFIT CORPORATION. TO LEASE APPROXIMATELY 5,638.9 SQUARE FEET OF FLOOR SPACE WITHIN THE COMBINED LOCATION OF THE POLICE SUBSTATION NO. 5/WEST E-LIBRARY FACILITY LOCATED AT 7400 WEST 24 AVENUE, HIALEAH, FLORIDA SLADE PARK RECREATION THE AND BUILDING LOCATED AT 2501 WEST 74 STREET, HIALEAH, FLORIDA, TO OPERATE A K THROUGH 8TH GRADE SCHOOL FOR AUTISTIC CHILDREN, FOR ONE YEAR, COMMENCING ON JULY 1, 2011 THROUGH JUNE 30, 2012, AT AN ANNUAL RENT OF **PAYABLE** IN **MONTHLY** \$67,667.00, PAYMENTS, WITH A ONE-YEAR RENEWAL OPTION, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF IN SUBSTANTIAL FORM AS EXHIBIT REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY **PROVIDING** FOR CLAUSE: AND AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the City to enter this lease to the South Florida Autism Charter Schools, Inc., a nonprofit corporation ("SFACS"), for the operation of a school for autistic students; and

WHEREAS, SFACS entered into a one-year lease with an option to renew for an additional year pursuant to Hialeah, Fla., Ordinance 09-29 (Apr. 30, 2009); and

WHEREAS, the City, in view of the important educational need that SFACS intends to fulfill, will also receive income that will be used to benefit the Hialeah Library System and accordingly, support the new lease and renewal option afforded SFACS.

ORDINANCE NO. <u>11-28</u>

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City of Hialeah, to enter into a Lease Agreement with the South Florida Autism Charter Schools, Inc., a Florida nonprofit corporation, to lease approximately 5,638.9 square feet of floor space within the combined location of the Police Substation No. 5/West E-Library facility located at 7400 West 24 Avenue, Hialeah, Florida, and the Slade Park Recreation Building located at 2501 West 74 Street, Hialeah, Florida, to operate a K through 8th Grade school for autistic children, for one year, commencing on July 1, 2011 through June 30, 2012, at an annual rent of \$67,667.00, payable in monthly payments, with a one-year renewal option, a copy of which is attached hereto and made a part hereof in substantial form as Exhibit "1".

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the

ORDINANCE NO. 11-28 Page 3

city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 31st day of May

THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041

PRIOR TO FINAL READING.

Isis Garcia-Marti

Council President

Attest:

Approved on this 3 day of

, 2011.

2011.

David Concepcion, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

Ordinance was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, and Yedra voting "Yes".

LEASE

THIS LEASE is made and entered into this ____ day of May, 2011, by and between South Florida Autism Charter Schools, Inc., a Florida nonprofit corporation ("Tenant"), 4300 N. University Drive, Suite C-201, Sunrise, Florida 33351, and the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida, 33010-4789 ("Landlord").

For and in consideration of the mutual covenants contained herein, Landlord and Tenant agree with each other as follows:

- Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises ("Premises") depicted on the site plan or Exhibit "1" which is attached hereto and made a part hereof, consisting of approximately 5,638,9 square feet of floor space within the Police Substation No. 5 /West E-Library facility, 7400 West 24 Avenue, Hialeah, Florida, and the Slade Park Recreation Building located at Carl Slade Park, 2501 West 74 Street, Hialeah, Florida. The use and occupation by Tenant of the Premises shall include the nonexclusive use of the parking areas ("Parking areas"), at all times subject to the terms and conditions of this Lease. The Landlord will also identify an area of the Premises for the nonexclusive use of the Tenant's employee parking for a maximum of 30 parking spaces as depicted in the staff parking diagram and parking spaces for 5- to 10-minute parking for parents to drop-off students in two areas as depicted on the student stop-off diagram, a copy of the student drop-off and staff parking diagrams is attached hereto and made a part hereof as Composite Exhibit "2".
- Term and Options to Renew: The term of this Lease shall be for a term of one year, commencing on July 1, 2011 through June 30, 2012. The Tenant shall have use and access of two rooms on the second floor labeled A in Composite Exhibit 1, having a square footage of 411.4 square feet. The Tenant shall have use and access of built-out completed classroom space on the second floor labeled B in Composite Exhibit 1 having a total square footage of 1,719.10 square feet. The Tenant shall have the use and access for lockers and storage space on the second floor labeled C in Composite Exhibit 1 having total square footage of 209.10 square feet. The Tenant shall have the use and access of completed classroom space on the first floor labeled D in Composite Exhibit "1", having a total square footage of 550 square feet. The Tenant shall have the use and access of completed classroom space on the first floor labeled E in Composite Exhibit "1", having a total square footage of 950.70 square feet located at Slade Park Recreation Building. The Tenant shall have use and access from 7:00 am to 2:45 pm of space within the E-Library on the second floor labeled F in Composite Exhibit "1", having a total square footage of 1,798.60 square feet. The lease spaces depicted in the diagrams labeled A, B, C, D and F in Composite Exhibit 1 are located at the Police Substation No. 5 /West E-Library, 7400 West 24 Avenue, Hialeah, Florida. The lease may be renewed at the option of the Tenant, provided the Tenant is in compliance with the provisions of this lease for one additional year commencing one day after the initial term expires. For open houses and evening events, the Tenant shall provide a written schedule of dates and times to be reviewed and approved, at the discretion of the Landlord.

- 3. Base Monthly Rent: Tenant shall be pay the Landlord at the address set forth in section 23 hereof, or to such other person or such other place as directed from time to time by notice to Tenant from Landlord, the base monthly rent shall be calculated at \$12.00 per square foot of floor space, which represents the annual sum of \$67.667.00, plus payment of taxes, if any, and insurance. During the renewal period, if the parties agree to such renewal, the base rent shall be paid in 11 equal monthly payments of \$5,638.90 commencing on July 1, 2011 and ending with a final and 12th payment of \$5,639.10 due on June 1, 2012. The Tenant is responsible for any other taxes, including, but not limited to, sales tax on rental receipts, intangible taxes, excise and use taxes, unless tax-exempt. The Landlord shall fully cooperate with the Tenant in any effort made by the Tenant to seek an exemption of the taxes identified herein. The Landlord shall insure the building, but Tenant is responsible to insure the contents. If the Landlord sends a notice to pay rent to the Tenant, at an address other than stated in Article 23, the Landlord must send such notice by certified mail, return receipt requested and obtain a signed receipt as proof of service.
- 4. <u>Utilities:</u> With the exception of outdoor illuminations and the maintenance of all exterior areas and parking areas, the Tenant shall pay any and all charges for telephone and no other utilities used on the Premises directly to the providers of same promptly as and when due, including, but not limited to, any and all required fees and deposits for service.

Tenant shall have the right to contest any tax, insurance, maintenance or repair charge but while doing so, will be required to make such payment or file such application as to prevent a default or delinquency in payment of such matter from occurring.

- 5. <u>Taxes and Insurance:</u> Tenant shall pay to Landlord as Additional Rent (i) the amount of real estate taxes, if assessed, for the Premises for each lease year and (ii) All sales, use or excise taxes imposed, levied or assessed against the rent or any other charge or payment imposed by governmental authority other than real estate taxes. Sales tax, if applicable, shall be paid each month concurrently with the rental payment. Tenant shall pay such other amounts to Landlord within 30 days of delivery of the tax bill to Tenant. If the Tenant is tax-exempt, the Tenant shall provide proof of the tax exemption. The Tenant is responsible for payment of insurance as provided in Article 17.
- 6. <u>Use:</u> The Premises shall be used as a school for autistic children in grades K through 8th. It is estimated that the school will serve 81 students during the first year of operation.
- 7. Maintenance and Repair. Tenant shall at all times, and at Tenant's expense, maintain the Premises, including bathrooms that used by student and faculty, in a clean, orderly, tenantable and sanitary condition, and including the maintenance of a pest, termite and organism extermination service for the Premises. Tenant shall return the Premises at the end of the Term in good order and repair, reasonable wear and tear excepted. Tenant shall arrange and pay for garbage pickup from the Premises as approved by the City of Hialeah Superintendent of Solid Waste. Landlord's obligation shall be to keep the Parking Areas and Building structurally sound, including maintenance and repair of exterior walls, structural support and foundation, glass windows, doors, heating, permanent interior walls, ventilation and air conditioning, plumbing,

electrical and sewage facilities, and to maintain the roof of the Premises free from leaks and in watertight condition except that Landlord shall not be responsible to make any such repairs made necessary by any act or neglect of Tenant or any person invited or employed by, or under the control of, Tenant. Landlord shall service and maintain all parking areas, outdoor lighting, exterior surfaces, including painting, and green areas and landscaping.

8. <u>Access to Premises.</u> Tenant shall permit Landlord, and Landlord's agents and independent contractors, during customary business hours and upon reasonable advance notice to the Tenant, or at any time which Landlord reasonably deems an emergency situation, to enter the Premises for (i) the purpose of making inspections and repairs, or (ii) exhibiting the Premises for lease, appraisal, sale or mortgage.

9. Prohibition against Assignment and Sublease.

- (a) Tenant shall not be permitted to sublet the premises. Tenant shall neither transfer nor assign this Lease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall be allowed to transfer or assign this lease to a subsidiary, parent, or other entity related by Tenant by affiliation or merger.
- (b) In the event of a permitted assignment of this Lease, Tenant shall remain fully liable and shall not be released from Tenant's obligations hereunder if any assignee or subtenant fails to fully and faithfully perform each and every of Tenant's covenants herein contained, including without limitation, the payment of monthly Rent and any Additional Rent as and when due.

10. Environmental Condition of the Premises.

- (a) The Landlord shall hold the Tenant harmless from any existing contamination of the property, or any contamination of the leasehold caused by adjacent tenants.
- (b) Tenant covenants and agrees that it shall not cause or permit any hazardous substances to be generated, used, treated, stored, released or disposed of in or about the Premises without the Landlord's prior written consent. Tenant agrees to comply with all applicable laws, rules and regulations relating to such use and storage. Tenant further covenants and agrees that, anything contained in the Lease to the contrary notwithstanding, it will indemnify the Landlord for any loss, cost, damage, liability or expense (including without limitation, reasonable attorney's fees), as well as environmental impairment damages that Landlord may incur because of Tenant's failure to comply with the provisions of this paragraph. Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under (A) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (B) the Resource Conservation and Recovery Act of 1976, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations, (C) the Toxic Substances Control Act, as amended from time to time, the regulations promulgated thereunder and analogous state statutes and regulations; and (ii) petroleum products, including without limitation, waste oils; and (iii) "Asbestos" as defined in 29 CFR Sec. 1910.1001 et seq. (or

analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended from time to time, and the regulations promulgated (thereunder); and (iv) "PCB's" as defined in 40 CFR Sec. 761 et seq., and "TCDD", as defined in 40 CFR Sec. 775 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued or promulgated.

- Condition of premises. Tenant shall accept the interior of the building on the Premises AS IS, in the condition of the Premises at the commencement of the Lease, except as provided otherwise in the Lease, excepting Tenant's work on Exhibit "B".
- 12. Rules and Regulations. Tenant shall abide by and comply with all laws, ordinances and regulations enacted by those governmental entities, whether federal, state or municipal, having jurisdiction over the property or the Premises or the activities to be conducted thereon. Tenant shall neither permit nor commit any immoral or unlawful practice or act in or upon the property or the Premises.
- Signs, Awnings, Canopies, Fixtures, and Alterations. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the front of the building without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. All work must comply with applicable building code, zoning or other governmental requirements. Tenant will not place or permit to be placed or maintained on any exterior door wall or window of the Leased Premises any sign, awning or canopy, or advertising or other matter without first obtaining Landlord's written approval and consent which shall not be unreasonably withheld. Subject to Landlord's consent, Tenant may, at its expense, install an exterior sign, in form and design reasonably acceptable to Landlord which sign will advertise Tenant's name or type of business. Such sign shall conform to all applicable building code, zoning or other governmental requirements and shall permit advertising of the business.
- 14. <u>Tenant's property.</u> The Landlord agrees that all of Tenant's fixtures, coolers, refrigerators, machinery and equipment, as well as all alterations, decorations, additions or improvements which have been or will be made at the expense of Tenant and which are removable without causing material damage to the Premises, shall at all times be and remain the property of Tenant and may be removed by Tenant at any time during the term, or at the end of the term, of the Lease. The Tenant's improvements described in Exhibit B shall remain on the Premises and be considered the property of the Landlord. However, Tenant shall repair any and all damage to the Premises due to such removal.
- 15. <u>Indemnity.</u> Tenant agrees to indemnify, defend and save and hold Landlord, and the Landlord's, employees, directors, officers, agents, independent contractors, attorneys, successors and assigns, harmless against any and all liabilities, losses, costs and expenses

(including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising from or in any way connected with any negligent acts, omissions or neglect of Tenant, or any of Tenant's agents, licensees, representatives, successors or assigns, including but not limited to any Default (hereinafter defined in section 26), or any death, personal injury or property damage occurring in, on or about the Premises except where Landlord was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Landlord and Tenant, each party shall assume responsibility in proportion to the degree of its respective fault. Landlord agrees to indemnify, defend and save and hold harmless Tenant, to the extent permitted by section 768.28, Florida Statutes, and the Tenant's employees, directors, officers, agents, independent contractors, attorneys, successor and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial or administrative proceeding and on appeal) arising out of or in any way connected with any negligent acts, omissions or neglect of Landlord, or any of Landlord's agents, licensees, representatives, successors or assigns, or any death, personal injury or property damage occurring in, on or about the Premises except where Tenant was negligent or commits an intentional act. In regard to any and all claims, demands, suits, actions, proceedings, judgment, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities which arise from the joint or concurrent negligence of Tenant and Landlord, each party shall assume responsibility in proportion to the degree of its respective fault.

16. Insurance.

- (a) Tenant shall maintain at all times during the term of this Lease, public liability insurance protecting Landlord and Tenant which includes Landlord and Tenant as a named insured, against any and all claims for injury and damage to persons or property or for the loss of life or property occurring in, on or about the land arising out of the act, negligence, omission, nonfeasance or malfeasance of Tenant, its employees, agents, contractors, customers, licensees and invitees. Such insurance shall be carried in a minimum amount of not less than One Million (\$1,000,000.00) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand (\$500,000.00) Dollars for property damage. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Landlord and Tenant are given at least ninety (90) days prior written notice of such cancellation or modification. Tenant shall provide Landlord certificates showing such insurance to be in place. The Landlord shall be named as an additional loss payee on all insurance policies. Landlord shall maintain, at all times, property damage, fire and windstorm insurance on the property.
- (b) Insurance for fire and extended coverage insurance, worker's compensation, automobile insurance and other insurance prerequisites are set forth an insurance checklist provided in Exhibit "B", a copy of which is attached hereto and made a part hereof. Tenant agrees to provide insurance that satisfies the minimum requirements of the City of Hialeah, acceptable to the Risk Manager, as provided in Exhibit B and maintain such coverages at all

times and provide certificates of insurance to the Landlord, including any and all renewals. If the use and occupation of the Leased Premises by the Tenant causes any increase of premium for the fire, boiler and/or casualty rates of the Leased Premises of any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium of the fire, boiler and/or casualty insurance policies by reason thereof.

- Damage to Premises. If the Premises shall be destroyed or damaged by fire, windstorm, civil disturbance or other casualty during the Term so that the same shall be rendered untenantable, Landlord, at Landlord's expense, shall repair or rebuild the premises within 180 days from the date the insurance proceeds are available. If the Premises are not rebuilt or repaired within such time, it shall be the option of the Tenant to terminate this Lease. If the Tenant decides not to cancel during the time period that the Premises remains untenantable, then the term of the Lease shall be extended for such time period until repairs or restoration is completed. Landlord shall not be required to complete repairs or restoration until insurance proceeds are available. During any period in which the Premises is rendered untenantable for 30 or more consecutive days, then, during any time when the Premises is so rendered untenantable, Tenant shall not be obligated to pay rent. Rent shall commence when the Landlord has made the Premises tenantable and the term of the Lease shall be extended for a period of time equal to the length of time the premises were rendered untenantable.
- 18. Risk of Personal Property. Except where damages to Tenant's personal property are caused by or due to the gross negligence or intentional acts of the Landlord, all of Tenant's personal property placed upon, or moved into, the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable (i) for any damage to any such personal property, or to Tenant or any third party, arising from the bursting or leaking of water pipes or from any other act or (ii) for the negligence of any cotenant or other occupant(s) of the Premises. Tenant shall pay all taxes assessed against the personal property of Tenant, if applicable.
- 19. <u>Condemnation.</u> If all or any portion of the premises shall be taken except temporarily, by any condemnation or eminent domain proceedings, this Lease shall terminate on the effective date of the final judicial order of taking. Landlord shall be entitled to all awards for such taking, except that Tenant shall be entitled to make a separate claim at the expense of Tenant against the Condemning authority for moving expenses and for damages to permanent fixtures installed in the Premises and for damages to its business; provided, however, that any award made to Tenant shall be in addition to, and shall not reduce, any award which Landlord may claim in connection with such taking. Tenant shall be entitled for full compensation from the Landlord for the value of its leasehold interest.
- Quiet Enjoyment. Upon payment by Tenant of the monthly Rent, if applicable, and any Additional Rent as and when due, and upon the faithful observance and performance of all of Tenant's covenants herein contained, Tenant shall peaceably and quietly hold and enjoy the premises for the Term without hindrance or interruption by Landlord, or by any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the provisions and conditions of this Lease.

21. <u>Notices.</u> All notices or other communications made pursuant to this Lease shall be in writing and shall be deemed to have been duly given upon the delivery, by United States certified mail, return receipt requested postage prepaid, or upon hand delivery with a receipt for same addressed as follows:

If to Tenant:

South Florida Autism Charter Schools, Inc. 4300 N. University Drive, Suite C-201 Sunrise, Florida 33351

or such other address as so designated.

If to Landlord:

City of Hialeah Education and Community Services Department 7400 West 24 Avenue, 2nd Floor Hialeah, Florida 33016

Copy furnished to Mayor 501 Palm Avenue, 4th Floor Miami, Florida 33010

or such other address as so designated.

- 22. **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason of a similar nature, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period of such delay. the provisions of this section shall not operate to excuse the Tenant from the prompt payment of rent, additional rent or other payments required by the terms of this Lease.
- 23. <u>Discharge of Liens by Tenant.</u> Landlord shall not be subject to liability under the Florida Mechanic's Lien Law. Tenant shall strictly comply with the Florida Mechanic's Lien Law, Chapter 713, Florida Statutes. If a mechanic's claim of lien is filed against the property in connection with any work performed by or on behalf of the Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. If the Tenant fails to satisfy or transfer such claim within the 10-day period, Landlord may thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord with regard to the satisfaction or transfer of such claim and further, Tenant agrees to indemnify, defend and save the landlord harmless from and against any damage or loss incurred by the Landlord resulting from such claim. The security deposit may be used by the Landlord for the satisfaction or transfer of any mechanics' claim of lien. The section shall survive the termination of the Lease.
- 24. Events of Default. If Tenant shall (i) fail to pay to Landlord within 30 days after the same is due the monthly Rent or any Additional Rent, after written notice is given, or (ii) file a voluntary petition in bankruptcy or reorganization, or make any assignment for the benefit of creditors, or seek any similar relief under any present or future statute, law or regulation relating

to relief of debtors, or (iii) be adjudicated a bankrupt or have any involuntary petition in bankruptcy filed against it, or (iv) fail to keep and perform any one or more of the covenants and conditions herein contained and continuance of such failure for 30 days after written notice thereof to Tenant, or in the event that such failure is non-monetary and cannot reasonably be cured within 30 days and Tenant is diligently pursuing curing such failure; then continuance of such failure beyond the time that it should reasonably take to cure the same with diligent effort then and in any of such events, Tenant will be deemed to be in default under this Lease. If Tenant shall be in Default, Landlord will have any and all rights and remedies which the laws of Florida confer upon a Landlord against a Tenant in breach or default of a lease including, without limitation, the right to terminate this Lease and bring a lawsuit for Monthly Rent and any Additional Rent then past due and seek all available equitable remedies, including injunction.

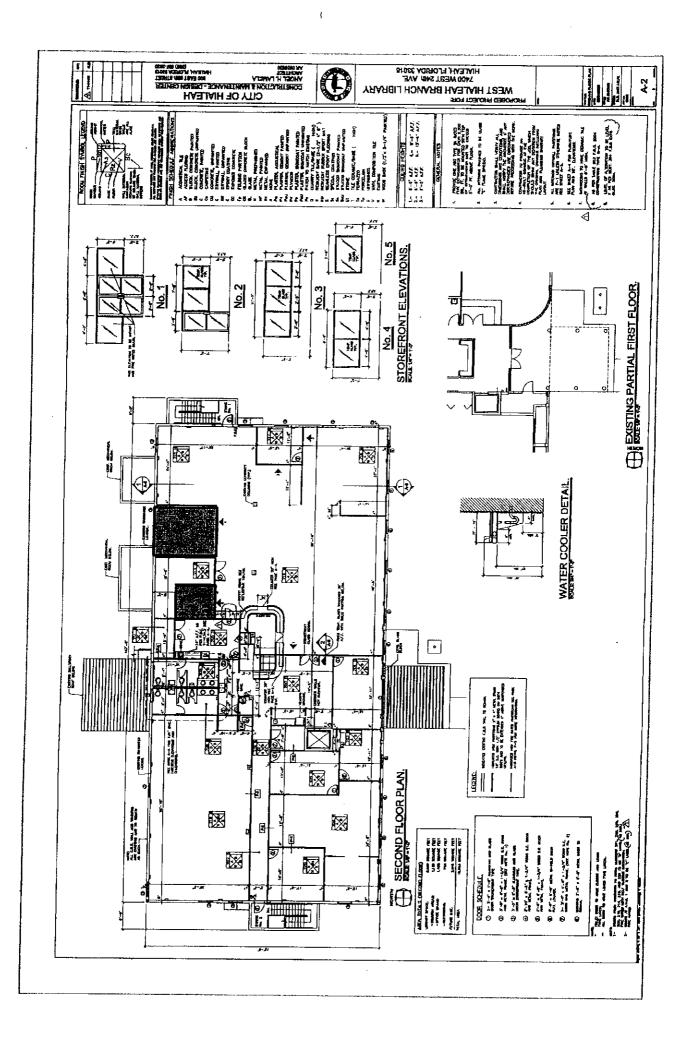
- 25. **Remedies Cumulative.** Landlord's remedies under this Lease are cumulative, and the election of any right or remedy by Landlord shall not be deemed a waiver of any other right or remedy of Landlord under this Lease or otherwise.
- 26. <u>Termination.</u> Neither party shall have the right to terminate this Lease without cause.
- Conflict of Interest Laws. Landlord is aware of the conflict of interest laws of the Tenant, particularly City of Hialeah, Florida, Hialeah Code, Ch. 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq.; and the State of Florida, Chapter 112, Part III, Florida Statutes, and agrees that it shall fully comply in all respect with the terms of said laws. Tenant covenants that to the best of its knowledge no person who presently exercises any functions or responsibilities on behalf of the Landlord [City] in connection with this Agreement has any personal financial interests, direct or indirect, with Tenant. Tenant further covenants that, in the performance of this Lease, no person having such conflicting interests shall be employed or hired. Any such interests on the part of the Tenant or its employees must be disclosed in writing to the Landlord [City]. Tenant warrants that it has not knowingly employed or retained any person employed by the Landlord [City] to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the Landlord [City] any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 28. <u>Entire Agreement.</u> This Lease contains the complete, exclusive and entire agreement between Landlord and Tenant regarding occupation of the Premises and lease of the Premises, and supersedes any and all prior oral and written agreements between Landlord and Tenant regarding such matters. This Lease may be modified only by an agreement in writing signed by both Landlord and Tenant.
- 29. <u>Severability.</u> If any covenant or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such covenant or provision to persons or circumstances (other than those as to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Lease or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

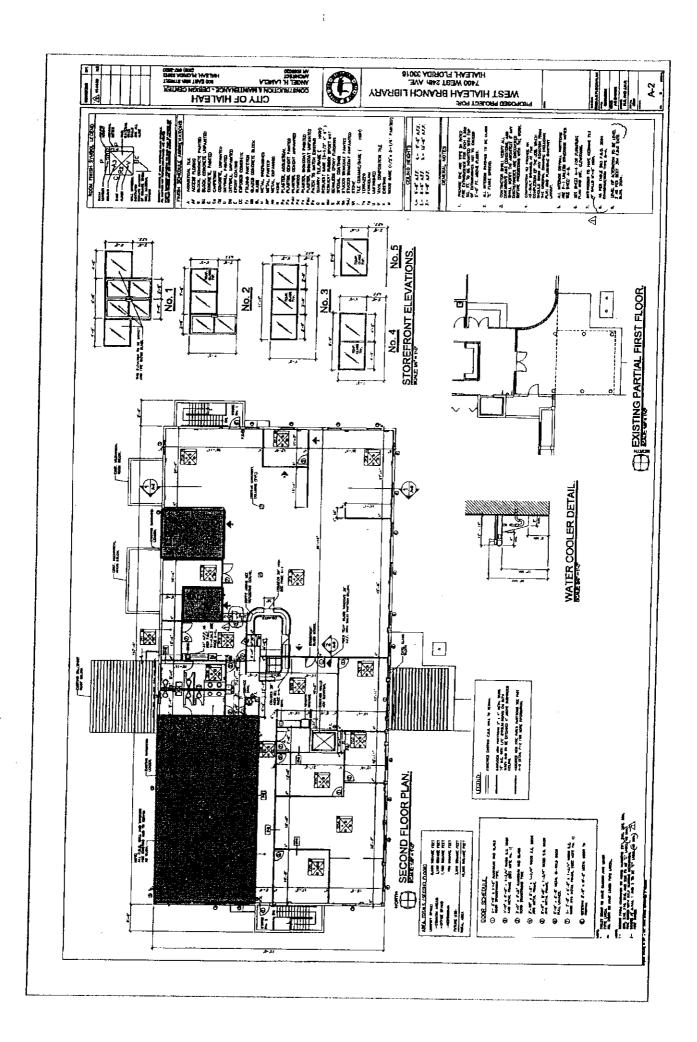
- 30. Benefits: Binding Effect. This Lease shall be binding upon and inure to the benefit of the successors of Landlord and Tenant, and the assigns of Landlord and permitted assigns of Tenant, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation that may arise in connection with this Lease or the Premises shall be in Dade County, Florida. Tenant further agrees to be subject to the in personam jurisdiction of the federal or state courts located in Miami-Dade County, Florida and be amenable to service of process.
- 31. **No Waiver.** The failure of Landlord to insist on the performance or observance by Tenant of any one or more conditions or covenants of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such covenant or condition, and Tenant's obligation with respect to such future performance shall continue in full force and effect.
- 32. <u>Gender.</u> The terms Landlord and Tenant as herein contained shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.
- 33. <u>Captions.</u> The captions of the various paragraphs of this Lease have been inserted for the purposes of convenience only. Such captions are not a part of this Lease and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Lease.
- 34. <u>Counterparts.</u> This Lease may be executed in several counterparts, all of which shall constitute one and the same Lease between Landlord and Tenant.
- 35. **Recording.** Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.
- 36. <u>Attachments.</u> Exhibits A and B that are attached to this Lease are a part of this Lease and are incorporated by reference thereto as if fully set forth herein.
- 37. <u>Non-disturbance.</u> The Landlord covenants that as long as the Tenant is not in default, its rights to occupancy under the Lease will not be disturbed by the Landlord, its successors or assigns.

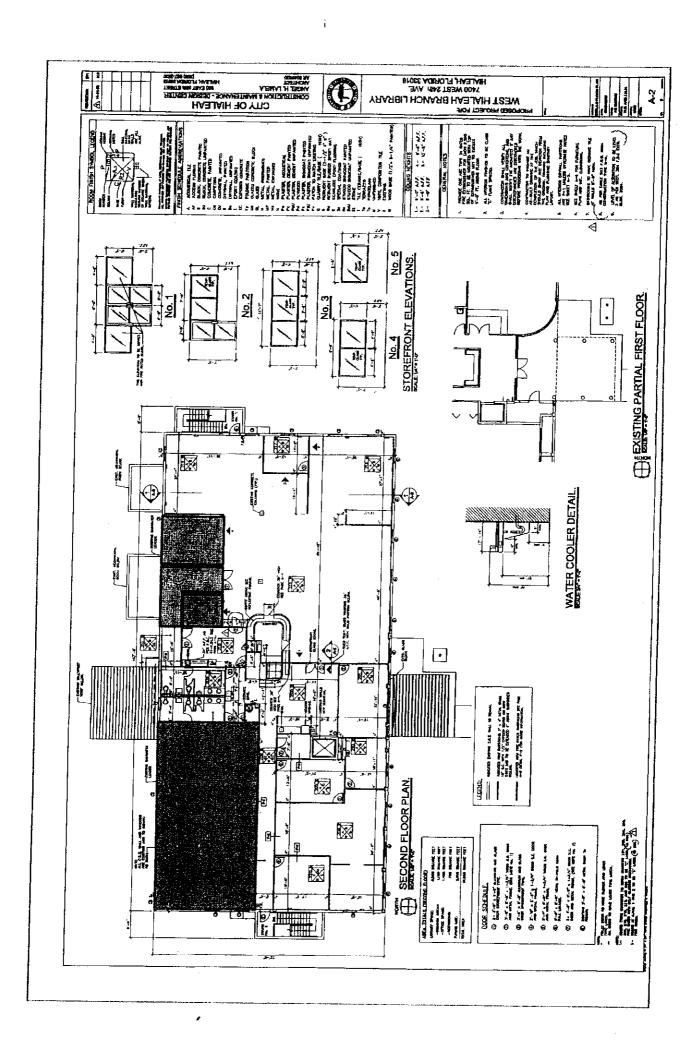
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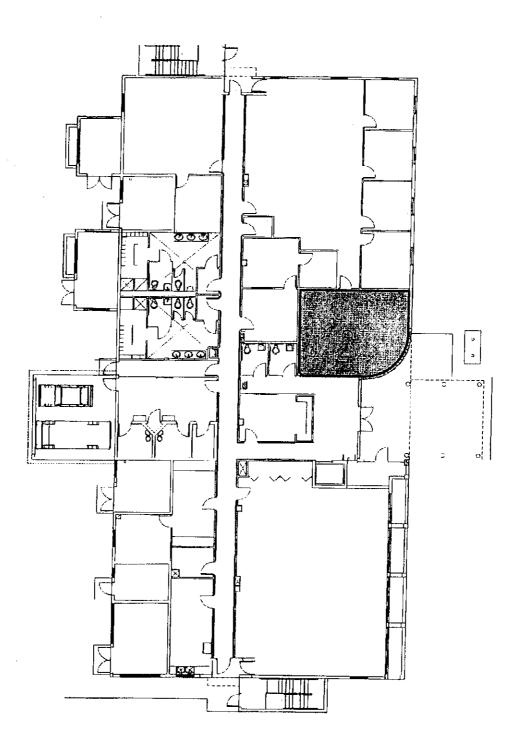
IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed by the respective officials thereunto duly authorized on the days set forth below.

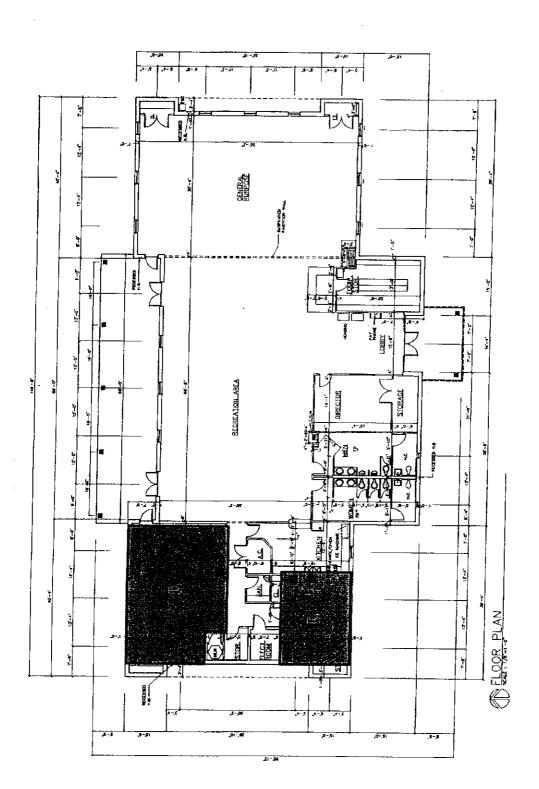
| | LANDLORD: City of Hialeah, Florida | | |
|--|---|--------|--|
| | 501 Palm Avenue/P.O. Box Hialeah, Florida 33011-0040 | · | |
| Attest: | Authorized signature on beh the City of Hialeah, Florida | alf of | |
| David Concepcion City Clerk (SEAL) | Mayor Carlos Hernandez | Date | |
| Signed, sealed and delivered in the presen | nce of: | | |
| Witness Printed/Typed Name: | | • | |
| Witness Printed/Typed Name: | | | |
| Approved for legal sufficiency and form: | | | |
| William M. Grodnick, City Attorney | TENANT: South Florida Autism Charter Schools, Inc. a Florida nonprofit corporation 4300 N. University Drive, Suite C-201 Sunrise, Florida 33351 | | |
| Attest: | Authorized signature on behalf of South Florida Autism Charter Schools, Inc. | | |
| | By: | | |
| Tamara Moodie-Ramdeen Corporate Secretary | Glenn R. Pierce President | Date | |
| Witness Printed/Typed Name: | (SEAL) | | |
| Witness Printed/Typed Name: | | | |

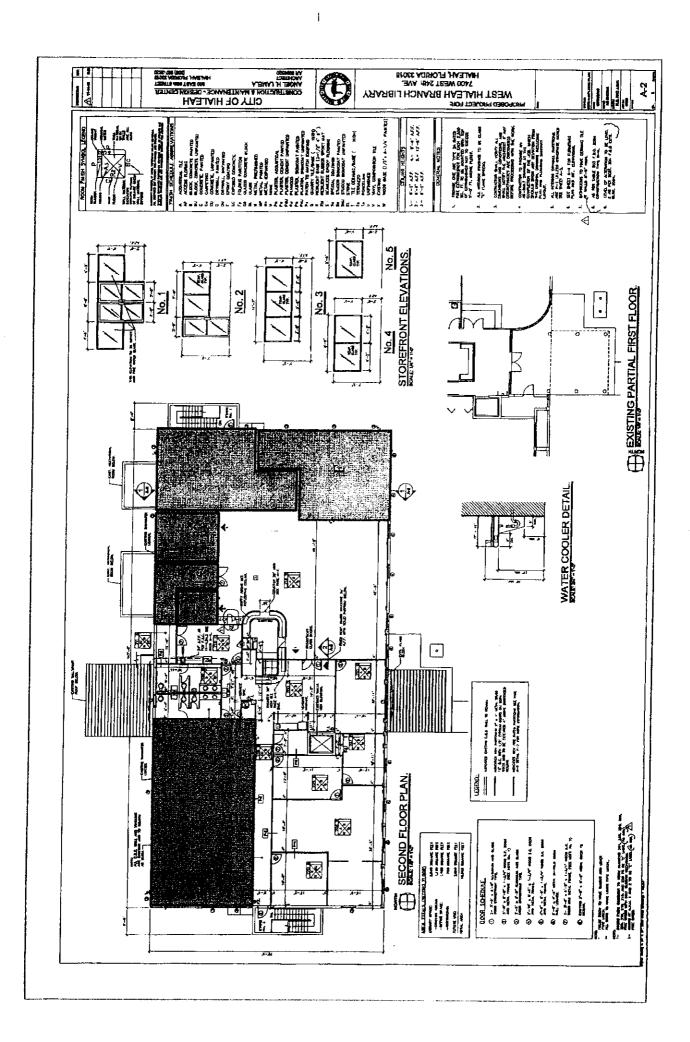


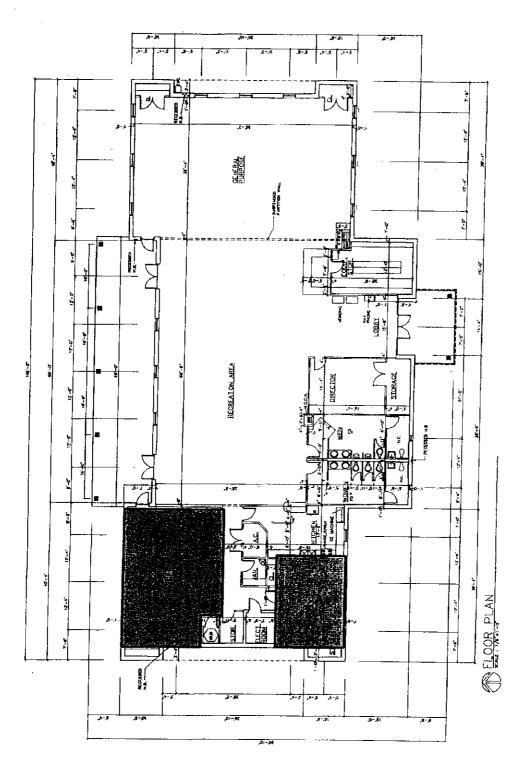




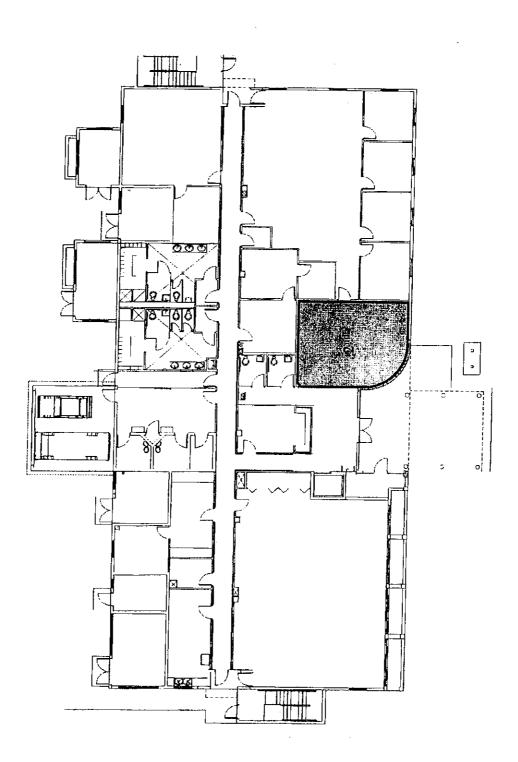




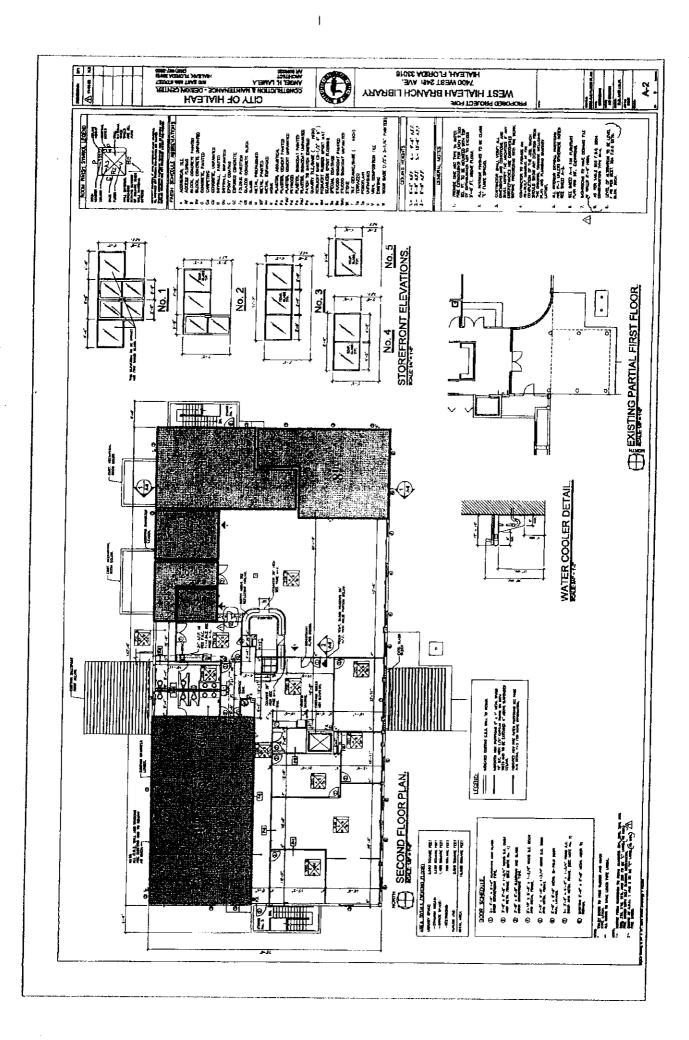


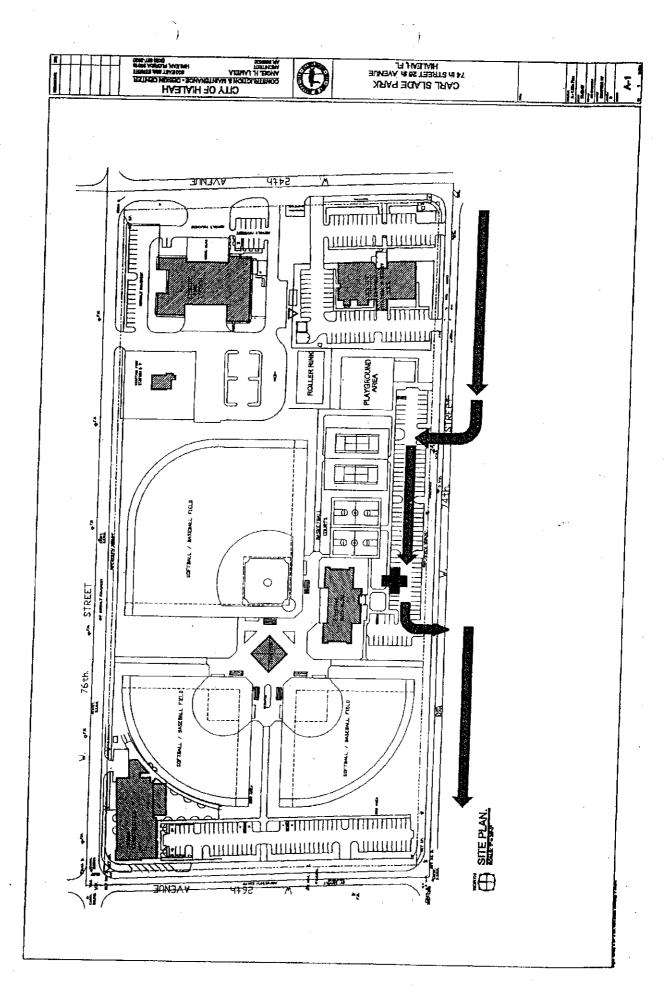


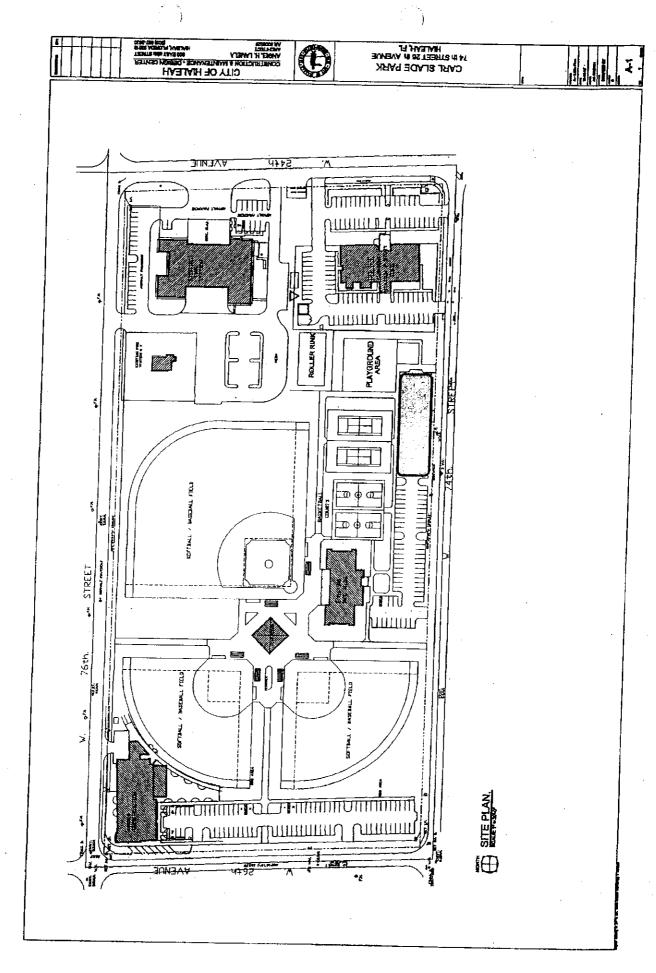
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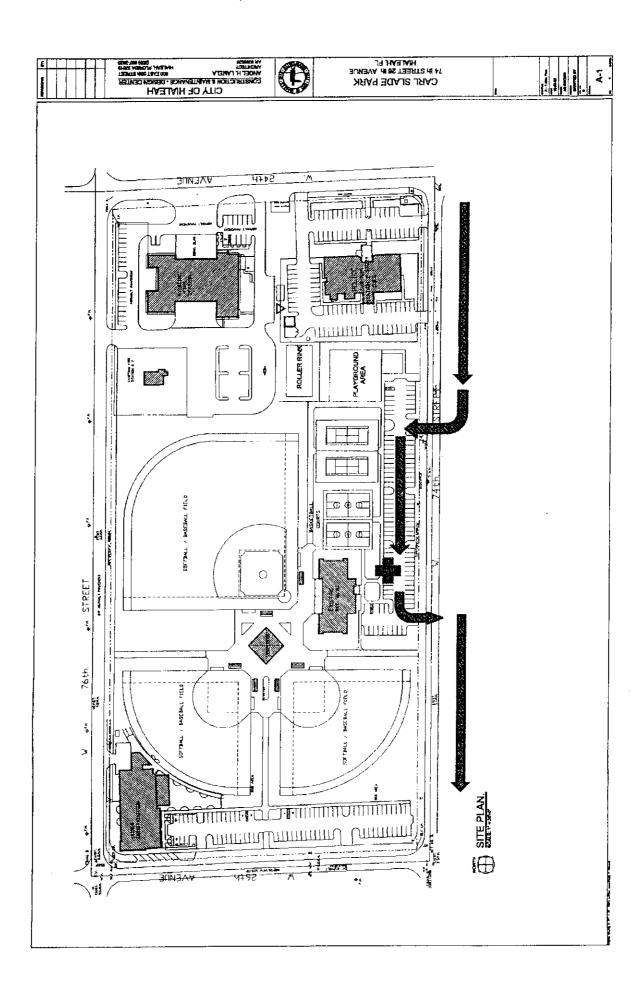


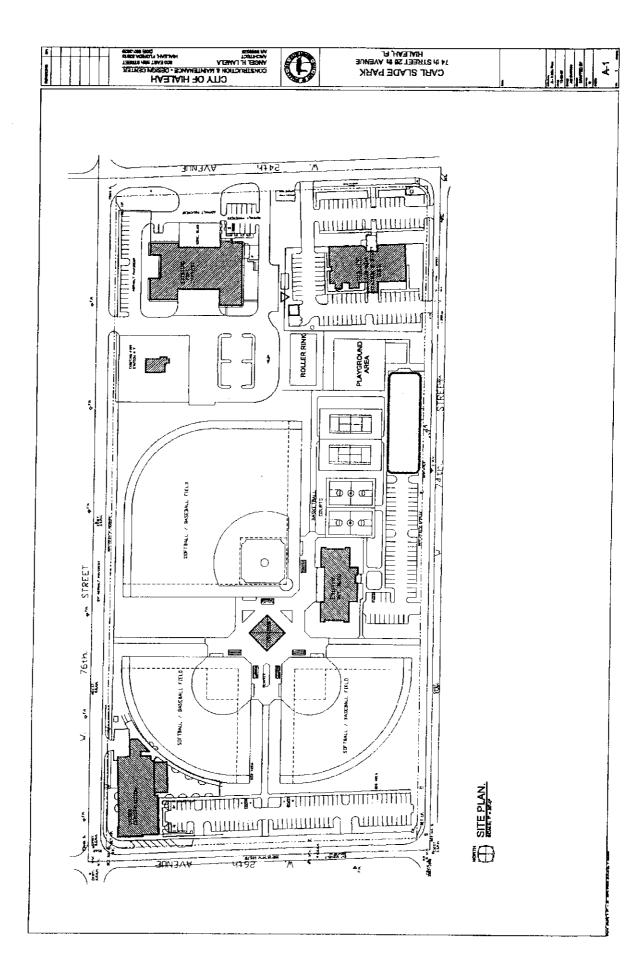
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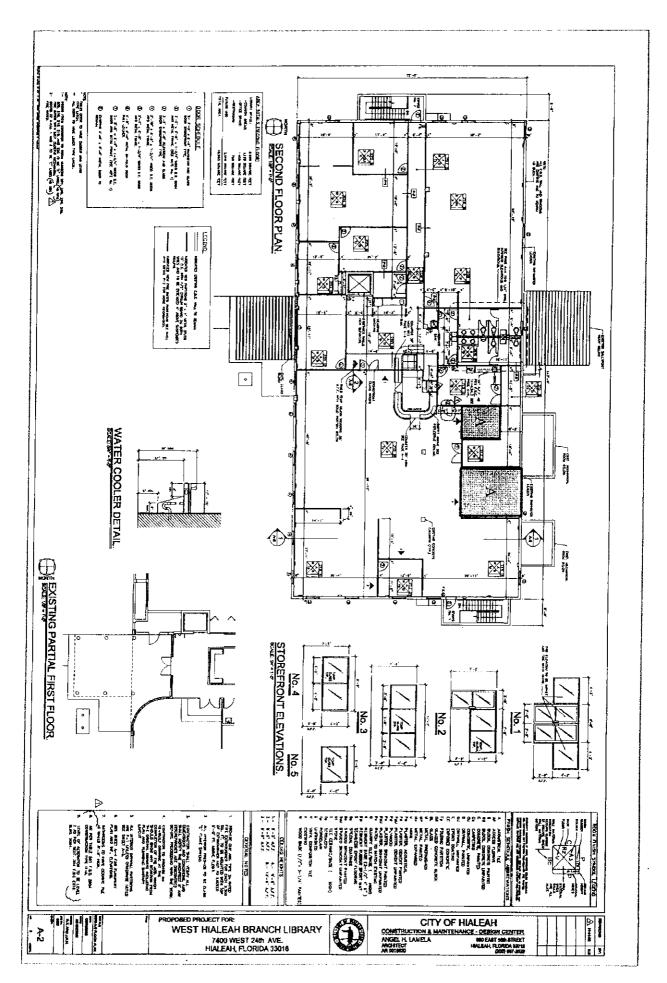


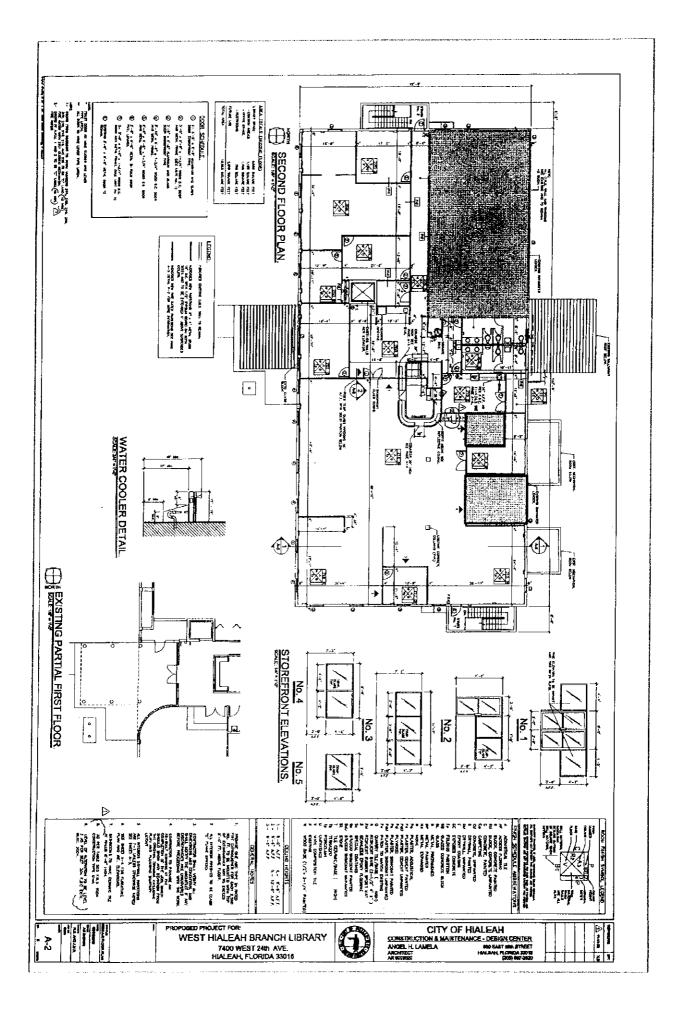


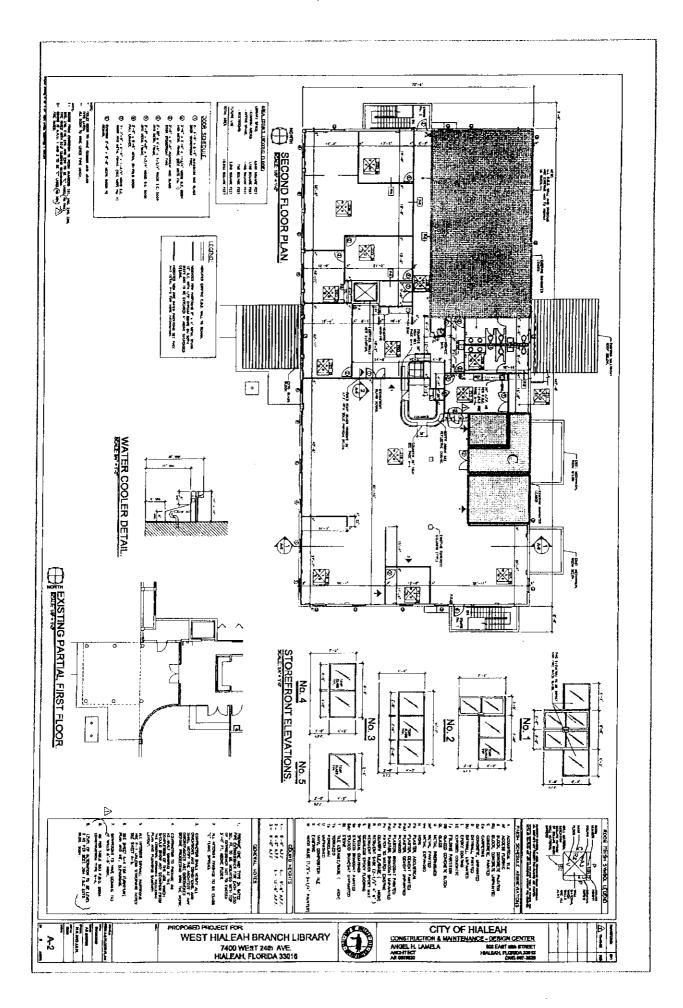


Composite Exhibit "3"

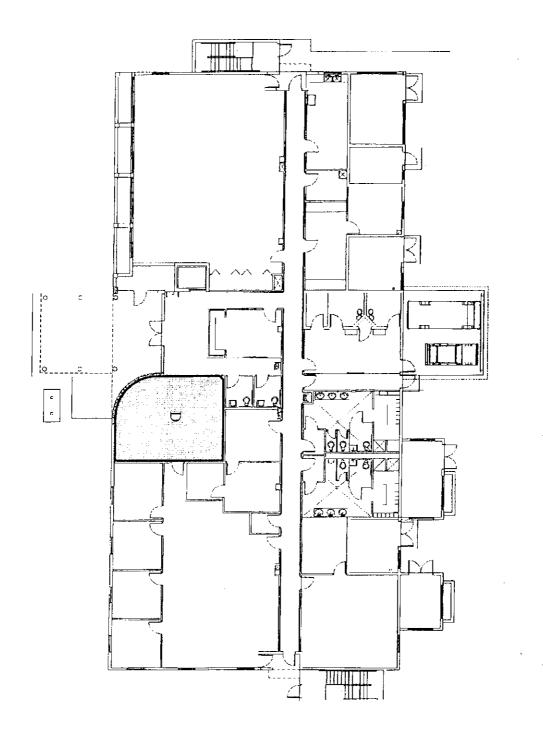


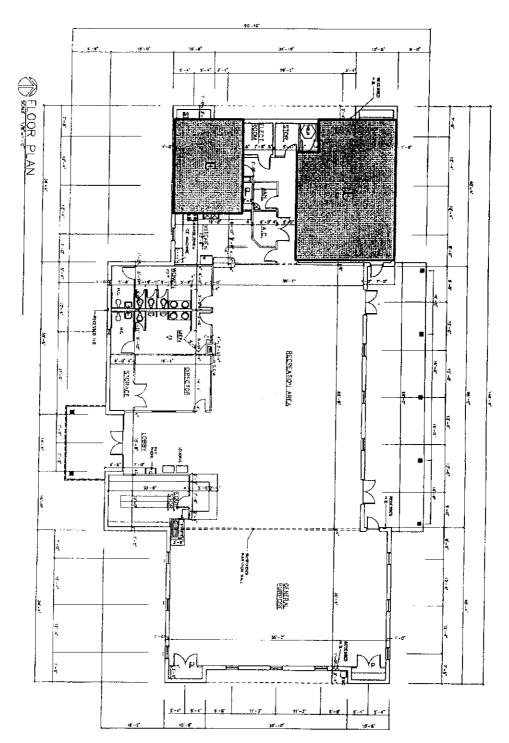


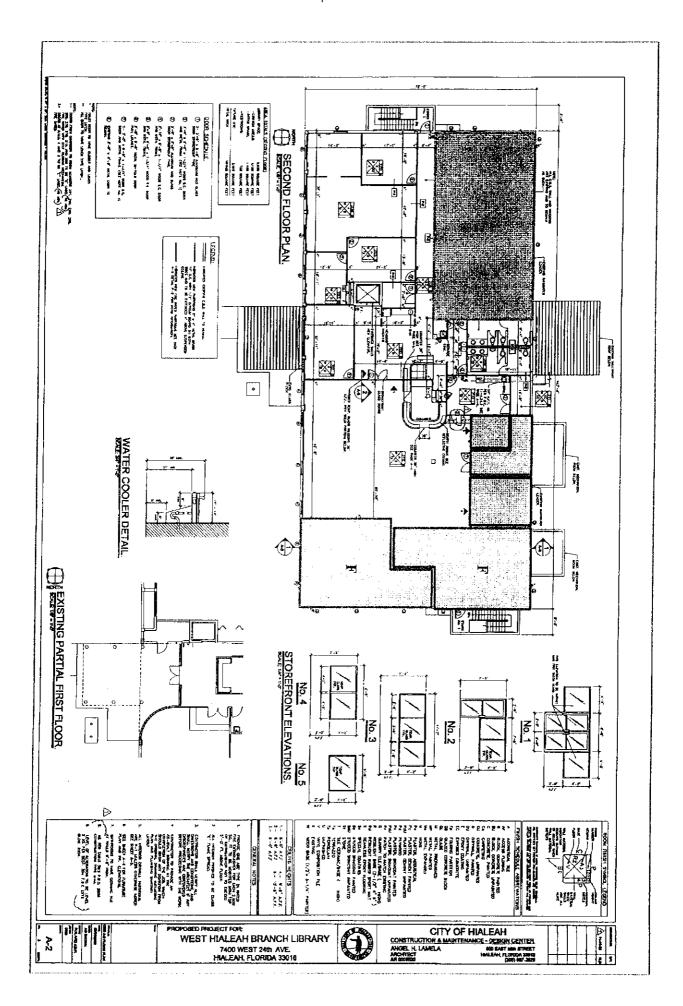




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FLOOR PLAN RECREATION AREA The policy and PURPOSE

